

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "Agreement") is entered into this 11 day of March, 1994, by and among the City of Chicago, a municipal corporation (the "City"), acting through its Police Department (the "PD"), the State of Illinois (the "State"), acting through its Department of State Police (the "State Police"), and the Illinois Capital Development Board, a State executive agency ("CDB"), the Illinois Medical Center Commission, a body politic and corporate created under the Medical Center District Act, 70 ILCS 915/1 et seq., (the "Commission") and the Board of Trustees of the University of Illinois (hereinafter referred to as the "UIC"), and pertains to the identification and acquisition of a suitable site within the City for a police crime laboratory to be constructed by the State Police and the State Police's assumption of certain services and functions relating to the police crime laboratory which are currently being performed by the PD.

WITNESSETH:

WHEREAS, the State Police operates forensic science laboratories at various locations within the State; and

WHEREAS, the PD operates a police crime laboratory in the City in order to assist in criminal investigations; and

WHEREAS, the CDB is the State agency responsible for the planning, coordination, and supervision of State building programs and by State requirement is hereby involved in the supervision of the construction of the new laboratory described herein; and

WHEREAS, the Commission is responsible for land use and redevelopment in the Medical Center District through acquisition, by voluntary conveyance or eminent domain, of real estate not presently used for conforming medical and research purposes and through conveyance of such real estate to conforming users; and

WHEREAS, the UIC is creating an International Criminal Justice Program and such Program will greatly benefit from the location of a new State Police forensic science laboratory; and

WHEREAS, the Mayor of the City and the Governor of the State executed a Memorandum of Understanding, dated June 30, 1993 ("Memorandum"), in which they agreed that the PD and the State

Police would enter into an intergovernmental agreement providing, inter alia, that the City would assist the State Police in identifying a suitable site within the City for a new forensic crime laboratory ("New Laboratory"), and would acquire a site acceptable to the State and at no cost to the State and would transfer it to the State for the New Laboratory; and that, in consideration for the foregoing, the State Police would pay to the FD certain amounts to be applied to the cost of operating and maintaining the PD's crime laboratory, would construct a New Laboratory at the site identified by the parties, and would perform functions and services for the PD at no cost to the PD; and

WHEREAS, the parties have identified Block 200 of the City as a site suitable for the New Laboratory ("New Laboratory Site") which is located in the Medical Center District under the responsibility of the Commission; and

WHEREAS, the New Laboratory Site, bounded by Roosevelt Road on the north, Wolcott Street on the east, Washburne Street on the south, and Damen Avenue on the west, is located in that portion of the Medical Center District south of Roosevelt Road designated as the District Development Area, an area which is characterized by blighted conditions and serious crime problems, and which is required for redevelopment by conforming users; and

WHEREAS, because of its location in the Medical Center District and its proximity to research personnel and facilities (particularly the proposed UIC International Justice Program and the Cook County Institute for Forensic Medicine), all parties agree that the New Laboratory Site is a suitable location for the New Laboratory and said facility will, in turn, provide a police presence in an effort to alleviate crime problems in the Medical Center District; and

WHEREAS, most of the north half of the New Laboratory Site is owned by UIC and is improved with a surface parking facility. The south half of the New Laboratory Site contains twenty-two (22) parcels, of which two (2) are vacant parcels owned by the City, seven (7) are vacant parcels owned by the Commission, and fourteen (14) are privately owned parcels which are improved with two (2) and three (3) flat buildings, many of which are substandard and characterized by serious building violations; and

WHEREAS, the City is authorized to enter into this Agreement by an ordinance passed by the City Council of the City on December 15, 1993; and

WHEREAS, the City and the State are entering into this Agreement to satisfy the conditions of the Memorandum;

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

SECTION 1. RECITALS. The above recitals are expressly incorporated in and made a part of this Agreement as if fully set forth herein.

SECTION 2. ACQUISITION OF THE NEW LABORATORY SITE

2.01 REPRESENTATIONS AND OBLIGATIONS OF THE CITY.

A. Subject to the terms and conditions of this Agreement, the City agrees to pay for the cost of the Acquisition Project (as that term is defined in Section 2.02) up to an amount not to exceed \$1,700,000 (the "City Funds").

B. \$1,550,000 of the City Funds will be deposited in a segregated interest bearing account (the "Acquisition Account") to be established by the Commission upon the execution of this Agreement. If the cost of the Acquisition Project exceeds \$1,550,000 the City will pay for up to an additional \$150,000 for the cost of the Acquisition Project; provided however that the Commission can demonstrate that the additional \$150,000 together with any other funds it has available to pay for the cost of the Acquisition Project will be sufficient to complete the Acquisition Project and provided that the State is in compliance with the terms of this Agreement.

C. Subject to the terms and conditions of this Agreement, the City agrees to convey to the Commission the two vacant parcels which it owns in the New Laboratory Site. The two parcels are commonly known as 1954 W. Washburne Avenue and 1938 W. Washburne Avenue. Such conveyance shall be for a nominal consideration. The parcels will be conveyed in an "as is" condition by a recordable quitclaim deed free and clear of any liens and encumbrances which would make the parcels unsuitable for the purpose intended under this Agreement.

D. The City will vacate the existing public alley located within the New Laboratory Site at no compensation pursuant to an application filed by the Commission on behalf of the State Police for the purpose of assembling the New Laboratory Site. Such vacation shall be by a separate vacation ordinance which is subject to customary review and approval of the appropriate governmental agencies and private utilities.

2.02 REPRESENTATIONS AND OBLIGATIONS OF THE COMMISSION.

A. The Commission hereby represents and warrants to the City and the State that it has authority under the laws of the State of Illinois to enter into, execute and perform all of the duties and obligations contained herein, including the authority to exercise "quick-take" eminent domain procedures pursuant to Article VII of the Code of Civil Procedure of the State of Illinois. The

Commission hereby further represents that it shall undertake its duties and obligation contained herein with due diligence.

B. The Commission hereby agrees and represents to the City and the State that it will complete the Acquisition Project (hereinafter defined in this Section 2.02) and that upon the completion of the Acquisition Project the New Laboratory Site will be suitable and available for the construction of the New Laboratory and that the Commission will complete the Acquisition Project by July 1, 1994 or seven months from the date of execution of this Agreement, whichever is later.

C. The Commission shall do the following:

1. acquire all parcels in the New Laboratory Site which it does not own, including the fourteen (14) privately owned parcels, either through voluntary conveyance or eminent domain, utilizing statutory "quick-take" eminent domain procedures;

2. provide services for the relocation of residents and relocation assistance in substantial conformance with the benefit levels established in the Uniform Real Property Acquisition and Relocation Policies Act of 1970, provided that this provision does not create a private right for the designated class of persons protected for purposes of civil litigation, including but not limited to, eminent domain proceedings;

3. demolish and/or remove the existing structures;

4. correct any title defects or other matters affecting title to the New Laboratory Site;

5. remediate any hazardous or environmental defects and perform other corrective action necessary to make the New Laboratory Site suitable for construction;

6. provide, or cause to be provided, the legal, appraisal, title and other support services necessary to accomplish the foregoing; and

7. perform all actions necessary for the State Police's acceptance of conveyance as expressly set forth in this Agreement.

The performance of all activities and functions in this Section 2.02 are the "Acquisition Project." The Commission acknowledges that it has provided the parties with a budget listing and itemizing the estimated and agreed costs of performing the Acquisition Project (the "Cost of the Acquisition Project").

The Commission hereby represents that to the best of its knowledge after diligent inquiry, the Cost of the Acquisition Project as set forth in said budget is true, correct and complete

in all material respects.

D. The Commission will use the City Funds to pay for the Cost of the Acquisition Project and will provide the City with reports, on a monthly basis or upon the request of the City, detailing the progress of the Acquisition Project and the expenditures from the Acquisition Account to date. Such reports shall be in such detail and be supported with such documentation as is reasonably required by the Director of the City's Office of Budget and Management ("Budget Director").

E. If at any time during the Acquisition Project the Budget Director determines from the monthly reports submitted to date that the amount of the City Funds will not be sufficient to complete the Acquisition Project and so notifies the Commission, the Commission will not incur any further costs for the Acquisition Project until it demonstrates to the satisfaction of the Budget Director that it has sufficient available funds to complete the Acquisition Project.

F. The Commission agrees that, in the event that the Commission completes the Acquisition Project with less funds than those in the Acquisition Account, the Commission shall promptly refund to the City any remaining funds in the Acquisition Account. All interest earnings on the Acquisition Account will accumulate and will be paid to the City when the Commission has spent all of the City Funds which is reasonably required to complete the Acquisition Project.

G. Upon the City's deposit of the City Funds in the Acquisition Account, the Commission agrees that it has full responsibility to complete the Acquisition Project and to provide the New Laboratory Site to the State Police. In the event that the Cost of the Acquisition Project exceeds the City Funds, the Commission will pay for such additional costs, creating no lien or encumbrances on the New Laboratory Site and making no claims for compensation or reimbursement against the City, the PD, the State Police, or the CDB.

H. The Commission will cause to be completed within three weeks of the execution of this Agreement, a satisfactory Phase 1 environmental assessment of the New Laboratory Site. The Commission will promptly provide copies of the report for the Phase 1 environmental assessment to the Budget Director and the CDB. The CDB will thereafter decide whether a Phase 2 environmental assessment should be conducted by the Commission. If the CDB requests a Phase 2 environmental assessment, the Commission shall cause it to be completed as soon thereafter as practicable. Upon completion of the Phase 2 environmental assessment, the Commission shall promptly provide to the Budget Director and the CDB the report for the Phase 2 environmental assessment. In the event that the Phase 2 report indicates a serious adverse environmental condition, the City and the State may agree to terminate this

Agreement or may agree to redesign the project for the construction of the New Laboratory if practical to mitigate the effects of such condition.

I. The Commission will transfer the seven vacant parcels it currently owns in the New Laboratory Site along with the New Laboratory Site to the State Police at no cost to the City or the State Police.

J. The Commission agrees that the Acquisition Project will not be complete until the State Police and the CDB accept the transfer of the New Laboratory Site. Such transfer is contingent upon the Commission furnishing reasonably satisfactory evidence as to the following:

1. That title to the New Laboratory Site has been secured in fee simple by the Commission, with no liens and encumbrances, and shall vest in the State Police upon the execution and delivery (and recording) of Quitclaim Deed to the State Police; → *1/8/2004*

2. That all buildings on the New Laboratory Site have been demolished and any other site preparation that the Commission and the CDB agree should be conducted by the Commission has been conducted by the Commission, it being understood that any and all site preparation will be conducted by either the Commission or the CDB, depending upon the agreement between them, and that the CDB and the Commission shall not fail to agree on what site preparation must be conducted by the Commission at its expense; X

3. That a legal boundary survey and description of the New Laboratory Site prepared by a Registered Land Surveyor in Illinois, including any easements affecting the property and otherwise meeting joint ALTA/ACSM standards have been delivered;

4. That there has been compliance with the Illinois Responsible Property Transfer Act, including the submission of any required disclosure document pursuant thereto;

5. That a list of the utilities available and the source of supply for gas, water sewer, electric and fire protection has been delivered and disclosed;

6. That all current owners and other parties having an interest as tenants or otherwise of any part of the property comprising the New Laboratory Site have been disclosed in writing;

7. That evidence has been provided of the existing zoning restrictions; and

8. That a title commitment containing only such exceptions as may reasonably be approved by the Attorney General for the New Laboratory Site including appropriate endorsements such

as survey and contiguity have been provided.

2.03 JOINT OBLIGATION OF CITY AND COMMISSION REGARDING ZONING.

The City and the Commission shall cooperate and use all reasonable efforts to ensure that the New Laboratory Site is zoned for the uses intended by this Agreement.

2.04 OBLIGATIONS OF THE STATE.

A. The State Police and the CDB agree to cooperate with the PD, the Commission, and the UIC in the transfer of the New Laboratory Site to the State Police for the construction of the New Laboratory.

B. Any relocation of public or private utilities in the New Laboratory Site shall be the sole obligation of the State Police as a cost of construction; however, the City agrees to cooperate with the State Police to cause private utilities to relocate their facilities at their own cost due to the public benefits which will result from the construction of the New Laboratory.

C. The State Police shall promptly accept the conveyance of the New Laboratory Site upon the Commission's fulfillment of its obligations under Section 2.02 hereof, or notify the parties within seven (7) days after the Commission's tender of conveyance of the New Laboratory Site as to the State Police's reasons for not accepting said conveyance.

2.05 REPRESENTATIONS AND OBLIGATIONS OF UIC.

A. The UIC hereby represents and warrants to the City, the State, and the Commission that it has authority under the laws of the State of Illinois to enter into, execute, and perform all of its duties and obligations contained herein. The UIC hereby further represents that it shall undertake its duties and obligations contained herein with due diligence.

B. The UIC will transfer its right to possession and ownership of the north one-half of the New Laboratory Site, with the exception of the single parcel owned by the Commission, pursuant to the State Surplus Property Act in an "as is" condition without any representations and warranties, to the Department of Central Management Services ("CMS") for the construction of the New Laboratory on or before February 1, 1994. Such transfer shall be free and clear of any liens and encumbrances which would make said property unsuitable for the purpose intended by this Agreement. The parties acknowledge that CMS, by letter dated January 5, 1994, has agreed to convey said property to the Commission for nominal consideration for the purpose of constructing the New Laboratory, and has further agreed to deposit its Deed in an escrow, or such

other security format acceptable to the parties, prior to delivery of the instrument of transfer from UIC. UIC shall reserve the right to continue its present use of said property for parking purposes until the said property is required for construction.

C. Nominal consideration shall be paid to the UIC for the above property as part of the Acquisition Project. In no event shall any cost or obligation associated with this acquisition, demolition of improvements or conveyance of the property to the State Police become an obligation of the State, the State Police the CDB, the UIC or the City, except as otherwise expressly set forth in this Agreement.

SECTION 3. TRANSITION TO THE NEW LABORATORY

3.01. OBLIGATIONS OF THE CITY.

A. Inventory. No later than January 1, 1994, the PD will provide to the State Police a complete inventory of PD laboratory equipment which the PD is using at its current crime laboratory. PD will provide updates of such inventory to the State Police as such updates are created by the PD.

B. Transition Period. During the period between the execution of this Agreement and the commencement of operation of the New Laboratory by the State Police (the "Transition Period"), the PD will maintain staffing levels and services at its present laboratory commensurate with its current caseload. The State Police will be permitted to make recommendations regarding the selection of new PD laboratory equipment during the transition period to insure such acquisitions are compatible with the State Police's future needs and method of operation.

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C. Files. The PD will maintain all laboratory case files for cases worked by the PD. In the case of a trial in which an analyst must testify after the date for commencement of operations of the New Laboratory, the PD, as necessary, will hand-deliver the file to the appropriate State Police employee for the duration of the time needed to testify.

D. Transfer of Equipment and Supplies. Upon the State Police's construction of the New Laboratory as provided in Section 4 below, the State Police shall have the option to acquire, at no cost to the State Police other than delivery or pick-up costs, any of the PD's laboratory equipment, furnishings, fixtures, supplies and chemicals ("Equipment and Supplies") in connection with the services and functions to be performed by the State Police for the PD pursuant to Section 5 of this Agreement. The State Police shall have no responsibility for the disposition of unwanted items. The PD further agrees to maintain properly its laboratory equipment

prior to the date of the acceptance of such equipment unless the item becomes unserviceable or is rejected by the State Police. Acceptance of each piece of such Equipment and Supplies by the State Police will be signified by the State Police filling out the form attached hereto as Exhibit A for each piece of such Equipment and Supplies, and filing it with the PD. Immediately following acceptance, the State Police will remove such Equipment and Supplies from the PD's laboratory at the State Police's sole expense. Title to, and risk of loss for, each of the Equipment and Supplies shall pass to the State Police upon its acceptance. The transfer of all Equipment and Supplies will be free of all liens and encumbrances. The PD makes no warranties, guarantees, or representations whatsoever regarding the condition and operability of such Equipment and Supplies. Within ten (10) business days following the acceptance of each piece of equipment by the State Police, the PD shall effect the transfer to the State Police of any warranties from manufacturers pertaining to any such equipment.

E. Transfer of Other Materials. The PD shall arrange, at no charge to the State Police other than delivery or pick-up charges, for the transfer of the PD firearms reference collection, all computer data bases, forensic books and reference materials, and historical data and artifacts, to the State Police by January 1, 1996, or such later date as determined by the State Police and the PD. The PD shall also adopt policies to ensure additional weapons will be acquired in the future to maintain and expand this firearms reference collection.

3.02 OBLIGATIONS OF THE STATE

A. The State Police will pay to the PD the following amounts ("Additional Payments") for the fiscal years provided below. The State Police acknowledges that the Additional Payments will be in addition to all other funds provided by the State to the City for programs or functions administrated by the PD for the State 1993 fiscal year that began July 1, 1992.

During Fiscal Year 1994: \$9,300,000
During Fiscal Year 1995: \$9,300,000
During Fiscal Year 1996: \$4,650,000

per month

The Additional Payments will be made no later than December 31 of each calendar year within each of the aforesaid fiscal years.

B. The State Police is permitted and will continue to work with the PD laboratory management for the purpose of determining training needs for the PD laboratory personnel. The PD laboratory management will work with the State Police for the development and delivery of required training.

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C. The State Police shall not assume any past, current or future implied or written agreement of the City or the PD with any entity, agency or department to perform forensic science services unless expressly agreed to in writing by the State Police.

D. The State Police shall not assume any past, current or future contractual obligation of the City or the PD with any supplier, contractor or other party relating to products or services currently being supplied to the existing FD laboratory unless expressly agreed to in writing by the State Police.

E. The State Police shall have no responsibility for the existing PD laboratory facilities or for their conversion to other uses.

SECTION 4. CONSTRUCTION OF THE NEW LABORATORY

The State Police agrees to do the following:

A. The State Police shall seek in good faith to construct and begin operation of the New Laboratory, which shall have a floor area of approximately 75,000 square feet, at the New Laboratory Site, by January 1, 1996, or any later date based on delays in land acquisition, planning or construction. The PD agrees that it shall continue the operation of its existing laboratory until the State Police commences the operation of the New Laboratory. In the event that the State Police is unable to commence operation of the New Laboratory by January 1, 1996, the State shall seek funding to support the actual costs, including personnel costs of the City, for the continued operation of the PD's crime laboratory, or provide the Forensic Services as hereinafter defined to the PD, at no cost to the PD, until the commencement of operation of the New Laboratory.

B. During the construction of the New Laboratory, the State shall provide the City with written progress reports, on a monthly basis, detailing the construction status of the New Laboratory.

SECTION 5. OPERATION OF THE NEW LABORATORY

The State Police shall do the following:

A. Except as hereinafter specified, the State Police will perform at the New Laboratory all services and functions which are performed by the PD at the PD's police crime laboratory as of the date of this Agreement and all services and functions reasonably incidental thereto ("Forensic Services"). Such Forensic Services will exclude fingerprint comparisons of latent lifts generated by the PD district evidence technicians, polygraph, crime scene investigation and firearms record checks. The State Police agrees

to expand the scope and type of Forensic Services as may be needed from time to time pursuant to changes in technology, modifications or increases in the requirements of PD activities, or expansion in the scope or types of such services which the State Police performs for other bodies within the State. The State Police agrees to act in compliance with all State and federal laws, rules and regulations applicable to the provision of the Forensic Services. The State Police further agrees that the New Laboratory will meet all State and federal regulatory standards and that the New Laboratory will be fully equipped and stocked at all times to perform the Forensic Services.

B. (i) Upon the construction and the commencement of operation of the New Laboratory, the State Police will assume the Forensic Services at no cost to the PD and provide to the PD, at no expense, the Forensic Services. The quality and timeliness of the Forensic Services performed by the State Police for the PD shall be commensurate with the quality and timeliness of the Forensic Services currently being performed by the PD on its own behalf as of the date of this Agreement. The State Police shall perform the Forensic Services pursuant to the standard of performance described in paragraph (ii) below.

(ii) The Forensic Services will follow all usual and customary State Police standards and practices, policies, procedures and protocols.

The State Police shall use its best efforts to assure timely, accurate and satisfactory completion of the Forensic Services. The State Police acknowledges that time is of the essence in the delivery of the Forensic Services.

The State Police, in executing the Agreement, accepts the relationship of trust and confidence established between it and the City by this Agreement. The State Police covenants with the PD to furnish its best skill and judgement and to cooperate with the officials, employees and agents of the PD.

C. With respect to the New Laboratory, the State Police shall have sole authority for establishing policy, procedures and guidelines regarding the submission and retrieval of evidence, testimony requests, all operational or administrative services, the hours of operation, access to the building, and the records and reports maintained by the State Police relating to PD cases.

D. Upon assuming responsibility for the Forensic Services for the PD, the State Police will work on only new PD cases. Notwithstanding the foregoing, the State Police will work on PD backlogged cases only when criminal prosecution is probable or criminal investigation is continuing.

E. Evidence submission guidelines and policies at the New Laboratory shall be established by the State Police.

F. The New Laboratory will not include space for the PD mobile evidence unit.

G. The State Police shall exercise operational control over all space and activities in the New Laboratory contemplated by this Agreement.

SECTION 6. STATE POLICE'S DUTY TO REIMBURSE ARCHITECT.

In the event that an alternative or modified site is agreed to by the City and the State, the State Police agrees to reimburse the architectural firm of Knight Architects Engineers Planners, Inc. for any costs associated with the necessary redesign of the facility. The State Police will be responsible for obtaining additional funding separate from the State project funds to pay for redesign costs if necessary.

SECTION 7. RECORDS.

The State Police shall maintain all records generated in connection with the Forensic Services in accordance with recognized professional standards and such records shall be the property of the State Police. The PD and its agents and personnel shall have the right to obtain copies of such records at hours and times as established by the State Police. The State Police agrees to retain all such records pursuant to professional standards and at least for the periods specified by any applicable statutes, ordinances, rules and regulations and professional standards.

All of the reports, information or data obtained, prepared or assembled pursuant to or provided under this Agreement are confidential and the PD agrees that, except as specifically authorized herein, those reports, information or data shall not be made available to any other individual or organization without the approval of the Director of the State Police, except as may be required by law, including, but not limited to, federal regulations.

The PD will maintain forensic laboratory reports and data in accordance with current retention schedules and general orders.

SECTION 8. PERSONNEL.

A. The State Police and the PD shall form a working advisory committee to review and make suggestions regarding the possible transition of PD laboratory employees to the status of State Police

employees. The advisory committee shall be named by the Director of the State Police and the Superintendent of the PD or their designees by March 1, 1994. The advisory committee shall make an appropriate final report on or before December 31, 1994.

8. It is understood and agreed that neither the State nor the State Police has made any commitment, promise or agreement to employ any person in connection with the State Police operation of the New Laboratory contemplated under the terms of this Agreement. Any offer of employment and the associated terms and conditions of employment for any laboratory personnel shall be at the sole discretion of the State Police under the applicable hiring guidelines and procedures determined to be appropriate. All qualified, capable and interested PD technical and professional laboratory staff shall have access to the hiring process established by the State and the State Police.

C. It is understood by the State Police that the PD may have obligations under the relevant collective bargaining agreements which cover employees of the PD laboratory, as well as the Illinois Public Relations Act, which must be considered before the transition of PD laboratory employees can be effectuated.

SECTION 9. TERM OF AGREEMENT. The term of this Agreement for Sections 2, 3 and 4 shall commence on the date of execution of this Agreement and shall terminate upon the completion of activities specified in those Sections. The term of this Agreement for Section 5 shall be in full force and effect from the date hereof and shall continue in effect until termination by written consent of the City and the State.

SECTION 10. REPRESENTATIVES. Immediately upon execution of this Agreement, the parties shall each designate, in writing, a single individual on their respective staffs who will represent the parties as a primary contact in all matters under this Agreement.

The State Police shall further designate a Project Manager who will act as a liaison between the State Police and the PD relating to the construction of the New Laboratory, the transition to the New Laboratory and the operation of the New Laboratory.

The parties agree to notify each other at least annually, by not later than each anniversary of the date of the Agreement, as to the name, address, telephone number and fax number of the primary contact for such party for the purpose hereof.

SECTION 11. MEMORANDUM. The City and the State agree that this Agreement satisfies all of the terms and conditions of the Memorandum.

SECTION 12. ENTIRE AGREEMENT. This Agreement, and the exhibits attached hereto and incorporated herein, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

SECTION 13. COMPLIANCE WITH ALL LAWS. The State Police shall at all time observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement. Provision(s) required by law, ordinances, rules, regulations or executive orders to be inserted herein shall be deemed inserted herein whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended in writing to make such insertion; however, in no event shall failure to insert such provisions(s) in writing prevent the enforcement of this Agreement.

SECTION 14. NO PERSONAL LIABILITY. No officer, director, employee, representative or agent of any party shall have any personal obligation or liability arising hereunder or relating hereto, including but not limited to any liability for breach of the terms of this Agreement.

SECTION 15. REQUIRED APPROVALS. This Agreement shall become effective only after its approval by the parties as evidenced by their signatures to this Agreement.

SECTION 16. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their successors and assigns.

SECTION 17. GOVERNING LAW. This Agreement is subject to all applicable Federal, State and City laws, rules, regulations, orders, ordinances and code provisions.

SECTION 18. INITIAL STATE FUNDING. This project has received initial funding by the State Police through the CDB in the amount of \$1,235,000. These funds will be used for planning, construction, reconstruction, rehabilitation and all necessary costs for the construction of the project. It is understood the CDB's share cannot exceed the amount appropriated and is contingent upon passage and release of funds.

SECTION 19. STATE NON-APPROPRIATION. This Agreement will be deemed null and void if the Illinois General Assembly or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The State nonetheless agrees that, upon the City's deposit of the \$1,550,000 with the Commission (and if the conditions specified in Section 2.01(B) are met, the City's deposit of an additional \$150,000 with the Commission), the City shall have fully satisfied its obligations under the Memorandum.

SECTION 20. AMENDMENTS. No term of this Agreement may be altered, amended, changed, terminated, waived or modified without the express written consent of the parties and all necessary or required approvals as required by the parties.

SECTION 21. CONSENT. Whenever the consent or approval of any of the parties to this Agreement is required hereunder, such consent shall not be unreasonably withheld or delayed by such party.

SECTION 22. SEVERABILITY. If any term or provision of this Agreement is declared to be invalid by a final order or adjudication issued by a court of competent jurisdiction or by an administrative agency having jurisdiction over the terms of this Agreement and the parties hereto, such term or provision of this Agreement shall be severable from the other terms or provision of this Agreement.

SECTION 23. CONSTRUCTION. It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint ventures among the parties hereto, or constituting the parties as representatives of one another for any purpose.

SECTION 24. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

SECTION 25. NOTICES. Notices provided for herein, unless expressly provided for otherwise in this Agreement, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:

Police Department
City of Chicago
1121 S. State Street
Chicago, Illinois 60605
Attention: Superintendent

Office of Budget and Management
Room 604, City Hall
121 N. LaSalle Street
Chicago, Illinois 60602
Attention: Budget Director

With Copies to:

Department of Law
Room 511, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to the State:

Illinois Department of State Police
Director
100 Armory Building
P.O. Box 19461
Springfield, Illinois 62794-9461

With Copies to:

James Redlich
Chief Legal Counsel
201 Armory Building
P.O. Box 19461
Springfield, Illinois 62794-9461

If to the CDB:

Capital Development Board
Third Floor, William G. Stratton Building
401 South Spring Street
Springfield, Illinois 62706
Attention: Fred Hahn

With Copies to:

Laura L. Kozemczak
Third Floor, William G. Stratton Building
401 South Spring Street
Springfield, Illinois 62706

If to the Commission

David O. Livingston
Executive Director
Illinois Medical Center Commission
600 South Hoyne Street
Chicago, Illinois 60612

With Copies to:

Michael Leroy, Esq.
Earl Neal & Associates
Suite 1700
111 W. Washington Street
Chicago, Illinois 60602

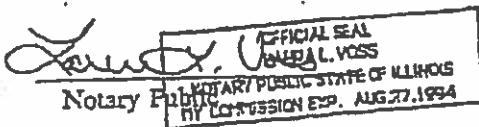
If to the UIC:

Kenneth M. Smythe
Campus Legal Counsel
University of Illinois at Chicago
1737 W. Polk
#MC225
Chicago, Illinois 60612

Changes in the above referenced address must be in writing and delivered in accordance with the provisions of this Section.

Any notice, demand, or request sent pursuant to this Section 25 shall be deemed received on the day immediately following deposit with an overnight courier. Any notices sent by regular or certified mail shall be deemed received forty-eight (48) hours following deposit in the mail.

SUBSCRIBED AND SWORN
TO BEFORE ME THIS 27TH
DAY OF JANUARY, 1994.



THE ILLINOIS MEDICAL CENTER
COMMISSION

By: Arnold
Its: Executive Director

Attest:

Antonio J. Valente
Secretary

BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

By: _____
Its: Secretary of Board of
Trustees
By: _____
Its: Comptroller _____

ATTEST:

501114:3024.A02

P.19/24

EXHIBIT A

REMOVAL OF EQUIPMENT AND SUPPLIES

The following equipment and supplies will be removed from the City of Chicago Police Department Crime Laboratory on _____ 19____ by a State of Illinois employee _____ driving a _____ with license plate # _____.

RECEIVED BY: _____

DATE: _____

"IT'S A MELAE, EXA

THE ILLINOIS MEDICAL CENTER
COMMISSION

By: _____

Its: _____

Attest:

BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

By: Karl A. M. Thompson

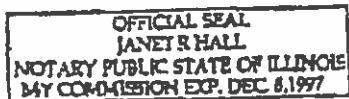
Its: Secretary of Board of
Trustees

By: Chair S. Bynum

Its: Comptroller

ATTEST:

Janet R. Hall



IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officers thereunto duly authorized as of the date first above written.

CITY OF CHICAGO

By: _____ Mayor

Attest:

City Clerk

APPROVED:

By: _____
Superintendent of Police
Department of Police

APPROVED AS TO FORM AND LEGALITY

Corporation Counsel

STATE OF ILLINOIS

By: _____ Governor

By: _____
Director
Department of State Police

Subscribed and sworn to this
31st day of January, 1994.

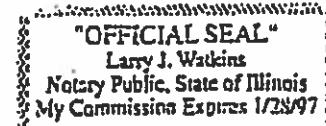
Larry J. Watkins
Notary Public

Capital Development Board

By: Roger Sweet *JK*
Its: Executive Director

Attest:

Fredrick W. Hahn



... have caused these presents to be executed by their proper officers thereunto duly authorized as of the date first above written.

CITY OF CHICAGO

By: _____
Mayor

Attest:

City Clerk

APPROVED:

By: _____
Superintendent of Police
Department of Police

APPROVED AS TO FORM AND LEGALITY

Corporation Counsel

STATE OF ILLINOIS

By: _____
Governor

By: Renée W. Traine
Director
Department of State Police

Capital Development Board

By: _____

Its: _____

Attest:

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officers thereunto duly authorized as of the date first above written.

CITY OF CHICAGO

By: _____
Attest: Mayor

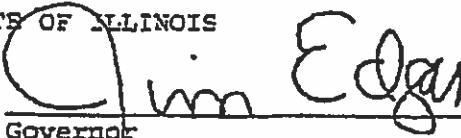
City Clerk

APPROVED:

By: _____
Superintendent of Police
Department of Police

APPROVED AS TO FORM AND LEGALITY

Corporation Counsel

STATE OF ILLINOIS
By: 
Governor

By: _____
Director
Department of State Police

Capital Development Board

By: _____
It's: _____

Attest:

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officers thereunto duly authorized as of the date first above written.

CITY OF CHICAGO

By: Richard M. Daley
Mayor

Attest:

Frank R. Welsh
City Clerk

APPROVED:

By: Matthew J. O'Brien
Superintendent of Police
Department of Police

APPROVED AS TO FORM AND LEGALITY

J. H. M. J. H. M.
Corporation Counsel

STATE OF ILLINOIS

By: _____
Governor

By: _____
Director
Department of State Police

Capital Development Board

By: _____

Its: _____

Attest: